

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 48
2. Contract No.		3. Solicitation No. DAAA09-03-R-0089		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2004APR06	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ AFSC AMSFS-CCA-M ROCK ISLAND, IL 61299-6000 BLDG 350			Code W52P1J	8. Address Offer To (If Other Than Item 7) HQ AFSC CONTRACTING & PARC CENTER ATTN AMSFS-CC ROCK ISLAND, IL 61299-6000		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in AMSFS-CC BLDG 350 CONTRACTING CTR until 03:45pm (hour) local time 2004MAY06 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name LARRY LEAHY E-mail address: LEAHYL@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-3723
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
Code			Code	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.osc.army.mil/ac/aaais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 LOCAL	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	DEC/2000

(End of clause)

(AM7010)

A-3	52.252-4500 LOCAL	FULL TEXT CLAUSES	SEP/1997
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1. This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.
2. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been incorporated by reference three astericks are put in its place (***).
3. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aaais/ioc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.
4. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

ITEM: M935 Fuze
NSN: 1390-01-268-9155

1. THIS REQUEST FOR PROPOSAL IS FOR THE ACQUISITION OF 94,333 EACH M935 FUZES. THE SOLICITATION ALSO INCLUDES A 150 PERCENT EVALUATED OPTION PROVISION AND IS RESTRICTED TO U.S AND CANADIAN SOURCES IN ACCORDANCE WITH FAR 6.302-3.
2. THE BEST VALUE TECHNIQUE WILL BE USED TO SELECT THE MOST ADVANTAGEOUS OFFER TO THE GOVERNMENT. THE EVALUATION FACTORS TO DETERMINE THE AWARDEE ARE A) TECHNICAL APPROACH, CONSISTING OF QUALITY SYSTEM PLAN, TECHNICAL DATA MANAGEMENT, PRODUCTION PROBLEM INVESTIGATION AND RESOLUTION, AND COMPONENT AND REQUIREMENTS FLOW-DOWN, MANUFACTURING TO ASSEMBLE FORMED AND MACHINED COMPONENTS, AND EQUIPMENT CAPABILITY (TYPE AND CAPACITY OF EQUIPMENT ON-HAND OR PLANNED TO BE USED IN SUPPORT OF THIS PROCUREMENT); B) RECENT, RELEVANT PAST PERFORMANCE CONSISTING OF ON-TIME DELIVERIES AND QUALITY PERFORMANCE; C) PRICE AND D) SMALL BUSINESS UTILIZATION. TECHNICAL APPROACH IS SLIGHTLY MORE IMPORTANT THAN RECENT, RELEVANT PAST PERFORMANCE. TECHNICAL APPROACH AND RECENT, RELEVANT PAST PERFORMANCE COMBINED ARE SIGNIFICANTLY MORE IMPORTANT THAN PRICE. SMALL BUSINESS UTILIZATION IS LESS IMPORTANT THAN PRICE. THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PRICED OFFEROR IF EVALUATION OF THE TECHNICAL APPROACH, RECENT, RELEVANT PAST PERFORMANCE AND SMALL BUSINESS UTILIZATION JUSTIFIES PAYMENT OF A HIGHER PRICE.
- NOTE: SEE NARRATIVE IN SECTION L (LOO1), "EVALUATION FACTOR INFORMATION". FOR EVALUATION PURPOSES, PLEASE PROVIDE ACCURATE AND COMPLETE INFORMATION AS REQUESTED IN THIS CLAUSE OR YOUR OFFER MAY NOT BE CONSIDERED FOR AWARD.
3. AWARD MAY BE MADE FROM THE INITIAL OFFER, WITHOUT DISCUSSIONS. OFFERORS ARE NOT REQUIRED TO SUBMIT COST AND PRICING DATA WITH THEIR INITIAL OFFER, BUT MAY BE REQUESTED TO DO SO AT A LATER DATE IF THE CONTRACTING OFFICER DETERMINES IT TO BE NECESSARY.
4. THE TECHNICAL DATA PACKAGE FOR THE M935 FUZE INCLUDES A DISTRIBUTION STATEMENT OF D. THEREFORE, DISTRIBUTION IS ONLY AUTHORIZED TO THE DEPARTMENT OF DEFENSE AND DOD CONTRACTORS ONLY. A COPY OF THE TECHNICAL DATA PACKAGE WILL BE PROVIDED UPON REQUEST TO MR. LARRY LEAHY, AMSFS-CCA-M.
5. THE FOLLOWING ITEM WILL BE FURNISHED AS GFM AND WILL BE PROVIDED IN SUFFICIENT QUANTITIES TO THE REQUIRED DESTINATION FOR PRODUCTION

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Name of Offeror or Contractor:

OF THE BASIC CONTRACT QUANTITY UPON WRITTEN REQUEST TO THE PROCURING CONTRACTING OFFICER:

COMP A-5, NSN: 1376-00-764-8065

6. PRODUCTION SHALL BE IN ACCORDANCE WITH TECHNICAL DATA PACKAGE LISTING (TDPL) 9395584 DATED 27 MARCH 2003 INCLUDING ENGINEERING CHANGE PROPOSAL (ECP) R2J2027 DATED 06 FEB 2003. THE APPROVED ECP AND CORRESPONDING NOTICE OF REVISION IS HEREBY PROVIDED AS AN ATTACHMENT (SECTION J) TO THIS SOLICITATION.

7. THE M935 FUZE IS CONSIDERED TO BE A SENSITIVE AMMUNITION/EXPLOSIVE ITEM. AS A MINIMUM, SAFETY AND SECURITY PRE-AWARD SURVEYS WILL BE REQUIRED. THE PHYSICAL SECURITY SURVEY WILL BE CONDUCTED BY THE COGNIZANT DEFENSE SECURITY SERVICE OFFICE. THE DEFENSE CONTRACT MANAGEMENT AGENCY WILL ARRANGE FOR A PRE-AWARD SURVEY AS PRESCRIBED IN DFARS 232.72 "SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION AND EXPLOSIVES". IN ACCORDANCE WITH SECTION (c) OF PART 252.223-7007, A STATEMENT OF WORK THAT SPECIFIES REQUIREMENTS FOUND IN DOD 5100.76M IS ATTACHED TO THIS SOLICITATION. REFER TO ATTACHMENT 004 ENTITLED "SECURITY STATEMENT OF WORK (SOW) PHYSICAL SECURITY STANDARDS FOR DOD SECURITY RISK CATEGORY III/IV AMMUNITION AND EXPLOSIVES (A&E) AT CONTRACTOR-OWNED, CONTRACTOR-OPERATED (COCO) FACILITIES (FROM DOD 5100.76M, APPENDIX 2)".

8. IN ACCORDANCE WITH FAR 52.215-1 TITLED "INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (1/2001)", OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION SHALL BE IN TERMS OF U.S. DOLLARS. OFFERS RECEIVED OTHERWISE WILL NOT BE CONSIDERED FOR AWARD. THIS REQUIREMENT IS FURTHER ADDRESSED IN CLAUSE L-3 OF THIS SOLICITATION.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	<u>PRODUCTION QUANTITY</u>				
	NSN: 1390-01-268-9155 FSCM: 19200 PART NR: 9395584 SECURITY CLASS: Unclassified				
	<u>With First Article Approval</u> Delivery Shall Be FOB Destination	94333	EA	\$ _____	\$ _____
0001AA	<u>Without First Article Approval</u> Delivery Shall Be FOB Destination	94333	EA	\$ _____	\$ _____
	(End of narrative B001)				
	<u>FIRST ARTICLE TEST</u>	1	LO	\$ ** NSP **	\$ ** NSP **
	NOUN: M935 FUZE				
0001AB	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 15				
	<u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0120				
	FOB POINT: Destination				
0001AB	SHIP TO: <u>PARCEL POST ADDRESS</u> (W52P1J) XR W0K8 USA MAC ROCK ISL ARSENAL CONVENTIONAL AMMO WORKING CAP FUND BLDG 350 RODMAN AVE ROCK ISLAND IL 61299-5000				
	<u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u>	16958	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: M935 FUZE PRON: T13M1T19M2 PRON AMD: 02 AMS CD: 41330050009 CUSTOMER ORDER NO: M9545003MP31021</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52P1J21331715A W90Y62 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 15,000 0180 002 1,958 0210</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR WOLK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176</p>				
0001AC	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: M935 FUZE PRON: T13M1T19M2 PRON AMD: 02 AMS CD: 41330050009 CUSTOMER ORDER NO: M9545003MP31021</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52P1J21331715A W90Y62 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 15,000 0120</p>	16958	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	002 1,958 0150 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR W0LK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176				
0001AD	<u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u> CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: M935 FUZE PRON: T14M0T78HH PRON AMD: 02 AMS CD: 41330050009 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52PlJ20301707 W90Y62 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 18,042 0210 002 15,957 0240 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR W0LK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176	33999	EA	\$ _____	\$ _____
0001AE	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: M935 FUZE PRON: T14M0T78HH PRON AMD: 02 AMS CD: 41330050009	33999	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP_CD</u> 001 W52P1J20301707 W90Y62 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 18,042 0150 002 15,957 0180				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR WOLK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176				
	PRODUCTION QUANTITY WITH FIRST ARTICLE	43376	EA	\$ _____	\$ _____
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: M935 FUZE PRON: T14M0T18HH PRON AMD: 02 AMS CD: 41500684032				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP_CD</u> 001 W52P1J20301706 W90Y62 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 4,043 0240 002 20,000 0270 003 19,333 0300				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR WOLK MILAN ARMY AMMO PLANT				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0001AG	ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176	43376	EA	\$ _____	\$ _____																								
	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u>																												
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: M935 FUZE PRON: T14M0T18HH PRON AMD: 02 AMS CD: 41500684032																												
	<u>Packaging and Marking</u>																												
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination																												
	<u>Deliveries or Performance</u> DOC SUPPL <table><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>001</td><td>W52P1J20301706</td><td>W90Y62</td><td>M</td><td></td><td>3</td></tr></table> <table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DAYS AFTER AWARD</u></td></tr><tr><td>001</td><td>4,043</td><td>0180</td></tr><tr><td>002</td><td>20,000</td><td>0210</td></tr><tr><td>003</td><td>19,333</td><td>0240</td></tr></table>					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52P1J20301706	W90Y62	M		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	4,043	0180	002	20,000	0210	003	19,333	0240
	<u>REL CD</u>					<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																			
	001					W52P1J20301706	W90Y62	M		3																			
	<u>DEL REL CD</u>					<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																						
	001					4,043	0180																						
002	20,000	0210																											
003	19,333	0240																											
FOB POINT: Destination																													
SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y62) SR WOLK MILAN ARMY AMMO PLANT ARMY PA FUNDED ACCT 2280 HWY 104 WEST STE 1 MILAN TN 38358-3176																													

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.246-4506 LOCAL	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL	FEB/1999
C-2	52.246-4535 LOCAL	STATEMENT OF WORK - AMMUNITION DATA CARDS	AUG/2002
C-3	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 9395584 with revisions in effect as of 27 MAR 2003 (except as follows):

ENGINEERING EXCEPTIONS: THE FOLLOWING ENGINEERING CHANGES APPLY TO THIS PROCUREMENT ACTION:

THE FOLLOWING STATEMENT IN REGARDS TO THE HEAT TREATMENT OF NON-MANUFACTURED WOOD MEMBER SHALL BE INCLUDED IN THIS CONTRACT: ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATUR OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING OR PALLET GATE/FILLER ASSEMBLIES SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. EACH PALLET/BOX OR OTHER PACKING MATERIAL SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS OR ANY OTHER WOOD PACKING MATERIAL MADE OF NON-MANUFACTURED WOOD SHALL BE CERTIFIED PEST-FREE. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET OR OTHER PACKING MATERIAL.

ALL PACKAGING DRAWINGS WITHOUT DISTRIBUTION ADD: DISTRIBUTION STATEMENT A "RECYCLED, RECOVERED, OR ENVIRONMENTALLY PREFERABLE MATERIALS SHALL BE UTILIZED TO THE GREATEST EXTENT POSSIBLE IN THE ACCOMPLISHING SCOPE OF THIS CONTRACT. THE GUIDELINES FOR "RECYCLED CONTENT" OF THE AFFECTED MATERIALS AS FOUND ON THE ENVIRONMENTAL PROTECTION AGENCY WEB-SITE <<http://www.epa.gov/cpg/>> SHALL BE STRICTLY ADHERED TO IN THE SELECTION OF MATERIALS TO ACCOMPLISH THE PROCEDURES AS CITED HEREIN."

DLETE THE FOLLOWING DRAWINGS FROM THE PACKAGING DRAWINGS SECTION OF THE TDPL:

11075790	7258949	7258949EL	7259437
7258944	7258950	7298950EL	7259438
7258944EL	7258944PL	7258951	7259440
7259439	7258945	7258945EL	7258945PL
7258952	11075090	7258953	11075102
7258946	7258946EL	7258954	7258955
11075101	11075103	7258956	11075104
7258947	7258957	11075110	7259435
7258948	7258949	7259436	

ADD MIL-PRF-61002 TO THE SPECIFICATION AND STANDARDS SECTION OF THE TDPL.

ADD "G" IN THE NOTE COLUMN FOR DRAWING 7258943.

DOCUMENT ADD
1948-4116/157E X
DCO "REF" IN THE NOTE COLUMN FOR DRAWING 1948-4116.

ALL PRODUCT DRAWINGS ARE DISTRIBUTION STATEMENT A (UNLIMITED).

ALL INSPECTION DRAWINGS WITHOUT DISTRIBUTION ADD: DISTRIBUTION STATEMENT A.

DRAWING 8840604, NOTE 2: MIL-C-21768 REPLACED BY ASTM B36, UNS NO. C22000.

DRAWING 8840607, NOTE 2: JAN-G-96 REPLACED BY MIL-G-96, MMM-A-100 REPLACED BY ASTM D4317, MIL-E-463 REPLACED BY A-A-59342.

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Name of Offeror or Contractor:

MIL-D-1000 REPLACED BY DOD-D-1000 ON THE FOLLOWING DRAWINGS: 9231372, 92313373, 9231383, 9231384, AND 9231385.

DRAWING 9231373, NOTE 3: CHANGE APPROVED SOURCE OF SUPPLY TO: W.R GRACE AND CO., GRACE DIVISION, 7500 GRACE DRIVE, COLUMBIA, MARYLAND 21044, PART NO. RAREOX NO. 14, CODE 5080 REGULAR.

DRAWING 9231375, NOTE 4: SPEC MIL-L-757 STILL APPLIES TO THIS PROCUREMENT.

DRAWING 9231376, NOTE 3: MIL-N-244 REPLACED BY MIL-DTL-244.

DRAWING 9234579, NOTE 4: MIL-R-398 REPLACED BY MIL-DTL-398, TYPEII, CLASS 3.

DRAWING 9234581, NOTE 2: QQ-S-763 REPLACED BY SAE-AMS-QQ-S-763.

DRAWING 9234582, NOTE 2: MIL-W-52263 REPLACED BY ASTM A555 AND ASTM A581.

DRAWING 9234683, NOTE 2: MIL-R-398 REPLACED BY MIL-DTL-398, TYPE I OR II, CLASS 3.

DRAWING 9243921, NOTE 4: MIL-R-398 REPLACED BY MIL-DTL-398, TYPE I OR II
NOTE 15: TT-S-271 REPLACED BY ASTM D237

MIL-STD-171, FINISH 6.1.2 REPLACED BY ASTM D2092, METHOD B ON THE FOLLOWING DRAWINGS: 9246216, 9246219, 9246220, 9246221, 9246232 AND 9246247.

DRAWING 9246226, NOTE 5: MIL-H-6875 REPLACED BY SAE-AMS-H-6875.

DRAWING 9246240, NOTE 14: MIL-C-81562 REPLACED BY SAE-AMS-C-81562

DRAWING 9246240: MS51923 REPLACED BY NASM51923 (PART NO. MS51923-185),
MS16629-1106 OR MS16629-2106 REPLACED BY ASME B18.24.3 (PART NO. R273NAB0106NN056NNPF1, R273NAB0106NN056NNEF1 OR R273NAB0106NN056NND1).

DRAWING 9255175, INGREDIENTS TABLE: MIL-E-463 REPLACED BY A-A-59342.

DRAWING 9255259, CHANGE NOTE 2 TO READ: "MATERIAL:-ROLL FELT, CLASS 26R3, ASTM D2475 AND ASTM D461."

DRAWING 9255261, NOTE 4: MIL-G-4343 REPLACED BY SAE-AMS-G-4343

DRAWING 9255261: MS28775 REPLACED BY SAE-AS28775 (PART NUMBERS MS28775-015 AND MS28775-024).

DRAWING 9298875, NOTE 2: PPP-T-60 REPLACED BY ASTM D5486, TYPE I, CLASS 1, COLOR YELLOW
NOTE 3: L-T-90 REPLACED BY A-A-113, TYPE I, CLASS B, COLOR YELLOW

DRAWING 9299421: MS16562 REPLACED BY NASM16562 (PART NO. MS16562-190)
MS39086 REPLACED BY NASM39086 (PART NO. MS39086-100)

DRAWING 12983043, NOTE 4: ANSI B46.1 REPLACED BY ASME B46.1.

GFM/GFE: DRAWING NO. MIL-E-14970

(End of statement of work)

(CS6100)

<p>C-4</p>	<p>52.247-4503 LOCAL</p>	<p>STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS</p>	<p>MAR/2004</p>
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Supplies procured under this contract are identified as IV, requiring Transportation Protective Service (TPS) in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Administrtion Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of statement of work)

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(CS6101)

C-5	52.248-4502	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
	LOCAL		

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECs from two or more contractors, the contractor whose VEC is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VEC has been approved and accepted by the Government.

(End of clause)

(CS7600)

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1		*** THIS REFERENCE (DA6001) IS NO LONGER VALID ***	
D-2	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with 9381686 Revision E, dated 14 JULY 2000.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with 9381686, REV E, DATED 14 JULY 2000. BAR CODE MARKING IS REQUIRED IN ACCORDANCE WITH 12982865, REV F, DATED 01 APR 2002. ENGINEERING CHANGE PROPOSAL R3K3016 APPLIES TO 12982865 AND 12999545 FOR BAR CODE MARKING.

EXCEPTION:

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on drawing 9381686. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

(End of clause)

(DS6303)

D-3	52.247-4517 LOCAL	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with 19-48-4116/157E, Revision 3, dated MAR 2002, 19-48-4116/59, REV 4, DATED OCT 1987 AND 19-48-4116 REV F, DATED SEP 2001. ENGINEERING CHANGE PROPOSAL (ECP) R2K3000 AND R2K3010 APPLY TO 19-48-4116. MARKING SHALL BE IN ACCORDANCE WITH DRAWING ACV00561, REV B, DATED 1 APR 2002. ECP R3K3017 APPLIES TO ACV00561.

HEAT TREAT WOOD REQUIREMENT & QUALITY MARKING: Heat treat requirements for all non-manufactured wood used in the palletized load applies to this contract. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

(End of clause)

(DS6204)

D-4	52.247-4521 LOCAL	UNITIZATION/PALLETIZATION	MAR/1988
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(a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included in the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.

(b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used. All pallet loads shall contain the load in a manner that will permit safe, multiple rehandling during storage and shipment

(End of clause)

(DS7203)

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.245-4545 LOCAL	MIL-STD-1916	OCT/2000
E-4	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- (X) ISO 9002
- () ISO 9001:2000; only design/development exclusions permitted
- () ISO 9001:2000; no exclusions permitted

or an alterate program/system approved by Headquarters, Operations Support Command, in effect on the contract date and which is hereby incorporated into this contract.

(End of Clause)

(EF6001)

E-5	52.209-4512 LOCAL	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
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a. The first article shall consist of:

ITEMS AND QUANTITIES CITED IN MIL-F-50945D (AR) AMENDMENT 8, 12 APRIL 2001 AND MIL-F-48172 (AR) AMENDMENT 7, 30 JULY 1998 AND OTHER RELATED DOCUMENTATION.

which shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

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c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished THROUGH THE QAR TO THE FIELD SUPPORT COMMAND, AMSFS-CDA; MARINE CORP PROGRAMS DEPARTMENT, 700 AMMUNITION ROAD, FALLBROOK, CA 92028-3187; AND TO AMSFS-CCA-M.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of clause)

(ES6031)

E-6	52.246-4506 LOCAL	STATISTICAL PROCESS CONTROL (SPC)	MAY/1994
a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) B1, B2 and B3. Alternate SPC charting methods may be proposed and submitted to the Government for review.			
b. The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the			

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following information:

Date of Acceptance _____

Contract Number(s) _____

c. The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

d. A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Section C. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

e. The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

f. Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of parameters or characteristics identified as critical in the technical data package, specifications or drawings of this contract if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

i. The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

j. For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be

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considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

k. Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph g above.

l. Not used.

m. Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

n. The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

(End of clause)

(ES6034)

E-7	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	LOCAL		

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

E-8	52.246.4531	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
	LOCAL		

a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

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b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

c. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

d. Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

e. Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

E-9	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	LOCAL		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

E-10	52.246-4550	CRITICAL CHARACTERISTICS	FEB/2004
	LOCAL		

a. The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.

b. The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.

c. An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material

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handling and inspection systems are encouraged.

d. Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.

e. Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.

Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item. The following (as a minimum) are classified as Level I critical nonconformances:

- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
- (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
- (3) A nonconformance that will result in violation of mandatory safety policies or standards.

Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors,:

- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
- (2) prevent performance of the tactical function of a major end item.

f. In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:

- (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.
- (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly is immediately stopped.
- (3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.)(DI-SAFT-80970A).
- (4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.
- (5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.

(6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect materiel found to be nonconforming shall not be used without Government approval.

g. The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:

- (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
- (2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.
- (3) Means of tracking nonconformance rate, investigative results and corrective actions taken.
- (4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate.

The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.

h. If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.

i. The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

(End of clause)

(ES7500)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

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The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-6	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
F-7	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero (0%) percent increase

Zero (0%) percent decrease

This increase or decrease shall apply to *.

(End of clause)

*Contracting Officer shall insert in the blank the designation(s) to which the percentages apply, such as

- (1) The total contract quantity;
- (2) Item 1 only;
- (3) Each quantity specified in the delivery schedule;
- (4) The total item quantity for each destination; or
- (5) The total quantity of each item without regard to destination.

(End of clause)

(FF7021)

F-8	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	LOCAL		

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

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Name of Offeror or Contractor:

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	223.370- 4(A)(3) OSC	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING CONTRACT COMPLETION OR TERMINATION	JUN/1999
H-2	246.671 DFARS	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

COMMANDER
U.S. ARMY FIELD SUPPORT COMMAND
ATTN: AMSFS-CCA-M
ROCK ISLAND, IL 61299-6500

2. Production Management

COMMANDER
U.S. ARMY FIELD SUPPORT COMMAND
ATTN: AMSFS-CDA
ROCK ISLAND, IL 61299-6500

3. Send additional copies to in accordance with Table 1 and Table 2.

(End of clause)

(HA6025)

H-3	242-1107(B) DFARS	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS OF DELAYS IN DELIVERY	JUN/1996
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b. The contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. In addition, the form(s) shall be submitted on a monthly basis within 2 work days after each reporting period, beginning with the end of the first full month following the initial report submission and continuing until contract completion/termination. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)	See Award document.	1

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Name of Offeror or Contractor:

Administration Office (ACO)	3
Production Manager	1
Commander	
U.S. ARMY FIELD SUPPORT COMMAND	
ATTN: AMSFS-CDA	
ROCK ISLAND, IL 61299-6500	

(End of Clause)

(HA6028)

H-4	52.242-4506	PROGRESS PAYMENT LIMITATION	MAR/1988
	OSC		

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed TEN percent (10%) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-5	52.245-4506	GOVERNMENT FURNISHED PROPERTY	OCT/1994
	OSC		

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number N/A of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number N/A of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number N/A of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein (SEE PAGE 2 NARRATIVE) is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

H-6	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995
	DFARS		

***"(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual Mfg
			Company	Address	Part No.	
"(1)	(2)	(3)	(4)	(4)	(5)	(6)
_____	_____	_____	_____	_____	_____	_____

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list 'none.'

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Name of Offeror or Contractor:

(3) Use 'Y' if the item is a commercial item; otherwise use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

NOTE:

a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

H-7	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
	DFARS		

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	
DESCRIPTION	LINE ITEMS	QUANTITY

TOTAL

(End of Clause)

(HA7502)

H-8	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
	DFARS		

(End of clause)

(HA7503)

H-9	245.7310-1	DEMILITARIZATION	JUL/1996
	DFARS		

When demilitarization of property is required, whether on or off contractor or Government premises, the invitation must include the following clause:

(a) DEMILITARIZATION.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0089 MOD/AMD</p>	<p style="text-align: center;">Page 24 of 48</p>
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Name of Offeror or Contractor:

Item(s) -1- require demilitarization by the Purchaser in the manner and to the degree set forth below:

(1) For property located in the United States insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 2 of Defense, Demilitarization Manual;

(2) For property located outside the United States, insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 3 of DoD 4160.21-M-1, Defense Demilitarization Manual.

(b) DEMILITARIZATION ON GOVERNMENT PREMISES. Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been completed and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Components parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all cost incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(c) DEMILITARIZATION ON NON-GOVERNMENT PREMISES. Property requiring demilitarization shall be demilitarized by the Purchaser under supervision of qualified Department of Defense personnel. Title shall not pass to the Purchaser until demilitarization has been completed by the Purchaser and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Component parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all costs incident to the demilitarization.

(d) FAILURE TO DEMILITARIZE. If the Purchaser fails to demilitarize the property as specified in the contract, the Contractor may, upon giving ten days written notice from date of mailing to the Purchaser --

(1) Repossess, demilitarize, and return the property to the Purchaser. The Purchaser hereby agrees to pay to the Contract, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property to the Purchaser.

(2) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the excess costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay theses excess costs to the Contractor.

(3) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these excess costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contract exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.

(End of Clause)

(HA7800)

H-10	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	OSC		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

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Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-16	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUN/2002
I-17	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-18	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-21	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-22	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-23	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-25	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-26	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-27	52.232-1	PAYMENTS	APR/1984
I-28	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-29	52.232-11	EXTRAS	APR/1984
I-30	52.232-17	INTEREST	JUN/1996
I-31	52.232-25	PROMPT PAYMENT	OCT/2003
I-32	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-33	52.233-1	DISPUTES	JUL/2002
I-34	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-35	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-36	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-37	52.242-13	BANKRUPTCY	JUL/1995
I-38	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-39	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-40	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-41	52.248-1	VALUE ENGINEERING	FEB/2000
I-42	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-43	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-44	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-45	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-46	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-47	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-48	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-49	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995

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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-50	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-51	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-52	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-53	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-54	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
I-55	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-56	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
I-57	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-58	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-59	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-60	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) 0001 a quantity of up to and including but not exceeding 150 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. destination transportation costs to Milan Army Ammunition Plant, Milan, TN, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option 30 days prior to final delivery by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>
Evaluated Option (F.O.B. Destination)	\$_____ CLIN 0001 with First Article
	\$_____ CLIN 0001 without First Article

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-61 52.222-26 EQUAL OPPORTUNITY (FEB1999) - ALTERNATE I (FEB1999) FEB/1999
Notice. The following terms of this clause are waived for this contract: N/A .

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(End of clause)

(IF6064)

I-62 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) - JUN/1998
ALTERNATE I (JUN 1998)

NOTICE: The following term(s) of this clause are waived for this contract: N/A [List term(s)].

(End of clause)

(IF6045)

I-63 52.232-16 PROGRESS PAYMENTS (MAR 2000) - ALTERNATE II (AUG 1987) MAR/2000

(m) The amount of unliquidated progress payments shall not exceed N/A.

(End of Clause)

(IF6069)

I-64 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE MAY/2001

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance --

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect(s).

(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

(End of Clause)

(IF6070)

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I-65 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999
DFARS

***(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
M935 FUZE	1390-01-268-9155	IV

(End of clause)

(IA6200)

I-66 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING SEP/1989

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked "FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7018)

I-67 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-68 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS MAR/1999
DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmil.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>.

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(c) An offeror proposing to use an SPI Process in lieu of military or Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use \, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal
Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-69	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

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(End of clause)

(IA7035)

I-70 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993
OSC
AUTHORITY OF GOVERNMENT REPRESENTATIVE
52.201-4500 OSC (FEB 1993)

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST DD FORM 1423		5PG	
Attachment 001	ADDRESS CODE LIST		1PG	
Attachment 002	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		1PG	
Attachment 003	DOCUMENT SUMMARY LIST		3PG	
Attachment 004	SECURITY STATEMENT OF WORK		3PG	
Attachment 005	ACCOUNTABILITY INSTRUCTIONS STATEMENT OF WORK		1PG	
Attachment 006	GUIDANCE ON DOCUMENTATION OF CDRL		2PG	
Attachment 007	INSTRUCTIONS FOR COMPLETING DD FORM 1423		1PG	
Attachment 008	ECP/NOR R2J2027		6PG	
Attachment 009	DATA DELIVERY DESCRIPTION - ECP			
Attachment 010	DATA DELIVERY DESCRIPTION - NOR		2PG	
Attachment 011	DATA DELIVERY DESCRIPTION - RFD		4PG	
Attachment 012	DISCLOSURE OF LOBBYING ACTIVITIES - SF LLL		3PG	
Attachment 013	WARNING LABEL		1PG	

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAA09-03-R-0089 MOD/AMD</p>	<p align="right">Page 33 of 48</p>
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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR/2002
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332993.			
(2) The small business size standard is 1500			
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.			
(b) Representations.			
(1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.			
(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.			
(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.			
(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a veteran-owned small business concern.			
(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a service-disabled veteran-owned small business concern.			
(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-			
(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and			
(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.			
(c) Definitions. As used in this provision-			
"Service-disabled veteran-owned small business concern"-			
(1) Means a small business concern-			
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and			
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.			
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).			

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Name of Offeror or Contractor:

"Small business concern" means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

- (d) Notice.
 - (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
 - (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall0
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6003)

K-4 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS JAN/1999

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

Offeror elects to waive the evaluation preference.

(End of clause)

(KF6005)

K-5 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above_____
 _(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(End of Provision)

(KF7005)

Name of Offeror or Contractor:

K-6	52.204-3	TAXPAYER IDENTIFICATION	OCT/1998
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(d) Taxpayer Identification Number (TIN).

() TIN:

() TIN has been applied for.

() TIN is not required because

() Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of a Federal government; _

(e) Type of organization.

() Sole proprietorship

() Partnership

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government

() International organization per 26 CFR 1.6049-4;

() Other

(f) Common Parent.

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

() Name and TIN of common parent:

 Name:

 TIN:

(End of Provision)

(KF7043)

K-7	52.207-4	ECONOMIC PURCHASE QUANTITY - SUPPLIES	AUG/1987
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As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(End of provision)

(KF7003)

Name of Offeror or Contractor:

K-8 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()
are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()
have not (),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

(C)Are ()
are not ()

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ()
has not (),

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(End of Provision)

(KF7033)

K-9 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
---	--

(End of provision)

(KF7035)

K-10 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES MAY/1999
UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM

[Complete only if the Offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts).

(Check one of the following.)

Number of Employees	Average Annual	
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Name of Offeror or Contractor:

_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ over 1,000	_____ over \$17 million

(End of provision)

(KF7050)

K-11	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
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The offeror represents that -

- (a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It () has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-12	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR/1984
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The offeror represents that (a) it

- () has developed and has on file,
- () has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

- (b) it
- () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-13	252.225-7000	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE	SEP/1999
	DFARS		

- (c) Certifications.
- (1) The Offeror certifies that--
- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The Offeror certifies that the following end products are qualifying country end products:

Name of Offeror or Contractor:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
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(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known
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(End of Provision)

(KA7702)

K-14	252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	AUG/1992
	DFARS		

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

(KA7500)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/2003
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS	JAN/2004
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

L-6	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of Provision)
(LF6008)

L-7	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from MS. SUSAN A. PHARES
HQ, U.S. ARMY FIELD SUPPORT COMMAND
ATTN: AMSFS-CCA-M
ROCK ISLAND, IL 61299-6500

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6021)

L-8	15.305(A)(2)(II	PAST PERFORMANCE INFORMATION	OCT/1997
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Offerors shall submit the following information for NSN: 1390-01-268-9155, NAICS CODE: 332993 as part of their proposal:

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NOTE: FOR THE PURPOSE OF EVALUATING PAST PERFORMANCE:

RECENT IS DEFINED AS OCCURRING FROM THREE YEARS PRIOR TO THE SOLICITATION'S INITIAL CLOSING DATE UP UNTIL THE DATE OF AWARD. THE OFFEROR MUST SUBMIT ALL CONTRACT INFORMATION (GOVERNMENT, COMMERCIAL, FOREIGN MILITARY SALES)

RELEVANT IS DEFINED AS PRODUCING THE SAME OR SIMILAR ITEMS REQUIRING THE SAME OR SIMILAR MANUFACTURING PROCESSES, SKILLS, AND ABILITIES. THE OFFEROR MUST SUBMIT ALL CONTRACT INFORMATION (GOVERNMENT, COMMERCIAL, FOREIGN MILITARY SALES) THAT MEETS THE CRITERIA OF THIS DEFINITION.

SEE NARRATIVE LOO1 FOR FURTHER INSTRUCTIONS REGARDING THE SUBMISSION OF PAST PERFORMANCE INFORMATION.

(End of provision)

(LF6048)

L-9	52.211-4510	PARTNERING	AUG/2001
	AMC		

***The principal government representatives for this effort will be N/A (Include names, positions, and roles in contract administration).

(End of Provision)

(LM6100)

L-10	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

L-11	47.304-1(B)	F.O.B. POINT (RFPS)	SEP/1995
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Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of Provision)

(LF7007)

L-12	9.306(C)	WAIVER OF FIRST ARTICLE APPROVAL	SEP/1995
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In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. _____

DATES _____

(End of Provision)

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Name of Offeror or Contractor:

(LF7009)

L-13 15.403-5(A) COST DATA BREAKDOWN OCT/1997

(End of Provision)

(LF7012)

L-14 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001
OSC

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/> or the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

L-15 52.214-7 LOCAL HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS MAR/2004

Should you elect to hand-deliver your bid, quote, or proposal, you must first obtain a security badge/registration. Normally you obtain(ed) this security pass at the Visitor Control Center (Building 23) whose hours of operation are from 6:00 a.m. until 2:30 p.m. CT and which is/was accessible via the Moline entrance gate only. Beginning on April 5, 2004, major reconfiguration of the Arsenal entrance at the Moline side of the island will commence, reducing access. The Visitor Center, currently in Building 23, will move on that date (05 April 2004) into temporary accommodations on the north side of the Clock Tower building in the Clock Tower parking lot. You now can ONLY access this Visitor Control Center from the Davenport gate. Their hours will remain the same, that is, from 6:00 a.m. until 2:30 p.m. CT. You must inform the Visitor Control Center attendant to call the POC identified in Block 10 of the SF33. If the POC is not reached, then the Visitor Control Center attendant should call local number 782-6895 to reach an alternate POC. If you use a delivery service, it is your responsibility to ensure that you provide these instructions to that service.

If you have a delivery later than 2:30 p.m. CT, advise the carrier to have the Police Officer at the Moline entrance gate call the aforementioned POC identified in Block 10 of the SF33 so a visitor decal can be issued to enter the Arsenal. This POC can then meet the carrier outside his or her building. If the carrier needs to enter the building, he or she is to come to Police headquarters, Building 225, to be issued a badge as a badge cannot be issued out at the gate after 2:30 p.m. CT.

In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

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(LS7003)

L-16	52.222-1100	10 U.S.C. 4543 PILOT PROGRAM	FEB/2003
	LOCAL		

Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK; Rock Island Arsenal, Rock Island, IL; and Watervliet Arsenal, Watervliet, NY.

Theses facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
 Mr. Paul McDaniel, Attn: JMCMC-MO
 McAlester, Oklahoma 74501-9002
 (918) 420-6452
 mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
 Mr. William Peiffer, Attn: SOSRI-AP
 Rock Island, Illinois 61299-5000
 (309) 782-5178/4479
 peifferw@ria.army.mil

Watervliet Arsenal
 Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
 Watervliet, New York 12189-4050
 (518) 266-5052
 emccarthy@wva.army.mil

(End of clause)

(LS7010)

L-17	15.503 LOCAL	DISCLOSURE OF UNIT PRICES	FEB/2004
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Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

EVALUATION FACTOR INFORMATION:

1. THE EVALUATION FACTORS FOR THIS ACQUISITION ARE LOCATED IN SECTION M OF THIS SOLICITATION UNDER THE CLAUSE ENTITLED "EVALUATION FACTORS FOR AWARD" (M-1).

2. INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF PROPOSALS:

A. THE PROPOSAL SHALL CONSIST OF THE FOLLOWING:

- (1) ONE EXECUTED AND SIGNED COPY OF THE SOLICITATION AND ALL AMENDMENTS WHICH SHALL INCLUDE THE OFFEROR'S PROPOSED PRICE; AND

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(2) SEPARATE VOLUMES AS FOLLOWS:

- (A) VOLUME I - TECHNICAL APPROACH (4 COPIES)
- (B) VOLUME II - RECENT, RELEVANT PAST PERFORMANCE (3 COPIES)
- (C) VOLUME III - SMALL BUSINESS UTILIZATION (2 COPIES)

B. THE COMPLETE PROPOSAL, INCLUDING THE EXECUTED SOLICITATION, ALL AMENDMENTS, AND COPIES OF VOLUMES I, II, AND III WILL BE FORWARDED TO THE FOLLOWING ADDRESS:

U.S. ARMY FIELD SUPPORT COMMAND
 AMMUNITION CONTRACTING TEAM
 ATTN: AMSFS-CCA-M/LARRY LEAHY
 BLDG 350, 5TH FLOOR
 ROCK ISLAND, IL 61299-6500

3. PREPARATION FOR THE TECHNICAL APPROACH, RECENT, RELEVANT PAST PERFORMANCE AND SMALL BUSINESS UTILIZATION VOLUMES:

- A. EACH VOLUME IS TO BE SUBMITTED SEPARATELY AND SEPARATE FROM THE EXECUTED SOLICITATION. INFORMATION INTENDED FOR THE GOVERNMENT TO CONSIDER SHALL BE CONFINED TO THAT VOLUME. OFFERORS ARE CAUTIONED THAT FAILURE TO INCLUDE THE REQUESTED INFORMATION AS SPECIFIED, WILL RESULT IN THE INFORMATION NOT BEING CONSIDERED AND THE PROPOSAL BEING DEVALUATED ACCORDINGLY. EACH VOLUME WILL BE TREATED INDEPENDENTLY.
- B. OFFERORS ARE CAUTIONED THAT INCORPORATED BY REFERENCE WILL NOT BE ALLOWED. PAGE SIZE SHALL NOT EXCEED 8-1/2 BY 11 INCHES. FOLDOUT SHEETS MAY BE USED.
- C. EACH OFFEROR SHALL PREPARE THEIR PROPOSAL FOLLOWING THE FORMAT SPECIFIED IN THIS SECTION.
- D. THE OFFEROR'S PROPOSAL MUST REFLECT A COMPLETE UNDERSTANDING OF THE REQUEST FOR PROPOSAL (RFP) AND DEMONSTRATE THE CAPABILITY TO PERFORM THE OVERALL EFFORT IN ACCORDANCE WITH THE REQUIREMENTS OF EACH VOLUME. INFORMATION PERTAINING TO SUBCONTRACTORS IS ALSO REQUIRED FOR EACH FACTOR AS APPLICABLE.

4. INFORMATION TO BE SUBMITTED FOR EACH VOLUME

- A. VOLUME I - TECHNICAL APPROACH INFORMATION TO BE EVALUATED SHALL INCLUDE:
 - a) QUALITY SYSTEM PLAN - A DESCRIPTION OF THE OFFEROR'S QUALITY CONTROL PLAN INCLUDING SUFFICIENT INFORMATION TO DEMONSTRATE HOW THE OFFEROR INTEGRATES PRODUCTION AND TECHNICAL ASPECTS (PRODUCTION CONTROL, TECHNICAL DATA, VENDOR CONTROL AND DATA) TO ASSURE A QUALITY PRODUCT FOR DELIVERY. THE OFFEROR'S QUALITY MANUAL MUST BE SUBMITTED FOR A VERIFICATION OF COMPLIANCE WITH ISO REGISTRATION REQUIREMENTS.
 - b) TECHNICAL DATA MANAGEMENT PLAN - INFORMATION TO DESCRIBE HOW TECHNICAL DATA DISCREPANCIES ARE MANAGED AND HOW CORRECTIVE ACTIONS HAVE BEEN EFFECTIVELY AND CONSISTENTLY INITIATED.
 - c) PRODUCTION PROBLEM AND INVESTIGATION AND RESOLUTION - A DESCRIPTION OF HOW THE OFFEROR'S PRODUCTION CONTROL SYSTEM IS CAPABLE OF DETECTING PRODUCTION PROBLEMS AND HOW THE

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PROBLEMS ARE RESOLVED.

- d) COMPONENT CONTROL AND REQUIREMENTS FLOW-DOWN - FACTUAL DATA DESCRIBING HOW THEIR VENDOR CONTROL PLAN SHOWS A DEMONSTRATED ABILITY TO BE RESPONSIVE TO ALL REQUIREMENTS AND CONTROL THE RECEIPT OF NON-CONFORMING MATERIALS AND HARDWARE.
- e) MANUFACTURING CAPABILITY TO ASSEMBLE FORMED AND MACHINED COMPONENTS - NARRATIVE DESCRIPTION TO DEMONSTRATE THE OFFEROR'S KNOWLEDGE AND ABILITY FOR MANUFACTURING AND ASSEMBLING FORMED AND MACHINED COMPONENTS.
- f) EQUIPMENT CAPABILITIES (TYPE AND CAPACITY OF EQUIPMENT ON-HAND OR PLANNED TO BE USED IN SUPPORT OF THIS REQUIREMENT) - INFORMATION (INCLUDING PHOTOGRAPHS IF AVAILABLE) DOCUMENTING THE OFFEROR'S UNDERSTANDING OF THE EQUIPMENT CAPABILITIES NECESSARY TO SUPPORT THIS REQUIREMENT. A DESCRIPTION OF CURRENTLY AVAILABLE FUZE OR FUZE RELATED ITEM TEST EQUIPMENT (INCLUDING ANY AVAILABLE PHTOTGRAPHS), AND INFORMATION DESCRIBING ENVIRONMENTAL CONTROL CAPABILITIES

B. VOLUME II - RECENT, RELEVANT PAST PERFORMANCE

- a) ON-TIME DELIVERIES - OFFEROR'S SHALL PROVIDE INFORMATION REGARDING RECENT, RELEVANT PAST PERFORMANCE TO INCLUDE DOCUMENTED EVIDENCE OF ON-TIME DELIVERIES. THE OFFEROR MUST PROVIDE INFORMATION FOR DELIVERIES MADE, DELIVERIES SCHEDULED TO BE MADE, AND DELIVERIES RESCHEDULED TO BE MADE DURING THE PERIOD OF RECENT PAST PERFORMANCE. INCLUDE ALL SUPPORTING DATA FOR VERIFICATION PURPOSES CONCERNING ALL THESE COVERED DELIVERIES, EVEN THOUGH THIS SUPPORTING INFORMATION MAY PRECEDE THE STATED PERIOD DEFINED AS RECENT PERFORMANCE. IF NECESSARY AND APPLICABLE, THE OFFEROR WILL BE GIVEN AN OPPORTUNITY TO PRESENT ITS REASON(S) WHY A CERTAIN DELIVERY WAS NOT MET. THE OFFEROR MUST SUBMIT ALL INFORMATION REQUESTED IN CLAUSE L-8 (PAST PERFORMANCE INFORMATION). OTHER SOURCES AVAILABLE TO THE GOVERNMENT, OTHER THAN THE OFFEROR'S PROPOSAL, MAY BE USED TO GATHER INFORMATION.
- b) QUALITY PERFORMANCE (QUALITY DEFICIENCY REPORTS (QDRS), PRODUCTION PROBLEMS ENCOUNTERED AND RESOLVED, TESTING FAILURES, CUSTOMER REQUIRED CORRECTIVE ACTIONS, ETC.) - THE OFFEROR IS REQUIRED TO SUBMIT ALL DATA REGARDING QUALITY PERFORMANCE. THE DATA MUST DISCLOSE INFORMATION ADDRESSING QUALITY DEFICIENCY REPORTS (QDRS), REQUESTS FOR WAIVER (RFWS), REQUESTS FOR DEVIATION (RFDS), LATENT DEFECTS, FIRST ARTICLE TEST FAILURES, AND LOT ACCEPTANCE TEST FAILURES. INFORMATION MUST CLEARLY DESCRIBE THE DEFICIENCY, STATING CORRECTIVE ACTIONS TAKEN, AND WHEN THEY WERE IMPLEMENTED.

C. SMALL BUSINESS UTILIZATION

- (1) ALL OFFERORS (SMALL, LARGE AND FOREIGN) ARE REQUIRED TO IDENTIFY THE EXTENT TO WHICH THE FOLLOWING SMALL BUSINESSES AND EDUCATIONAL INSTITUTIONS WILL BE UTILIZED IN THE CONTRACT:
 - a) SMALL BUSINESSES (SBs), VETERAN-OWNED SMALL BUSINESS (VOSB), SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB), SMALL DISADVANTAGED BUSINESSES (SDBs), WOMEN-OWNED SMALL BUSINESSES (WOSBs), HISTORICALLY UNDERUTILIZED BUSINESS ZONE (HUBZone) SMALL BUSINESSES, HEREINAFTER REFERRED TO AS SB; AND
 - b) HISTORICALLY BLACK COLLEGES, UNIVERSITIES AND MINORITY

Name of Offeror or Contractor:

- INSTITUTIONS (HBCU/MI'S)
- (2) FOR SMALL BUSINESSES, AS IDENTIFIED BY THE SIZE STANDARD FOR NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEMS (NAICS) CODE APPLICABLE TO THIS SOLICITATION, THE OFFEROR'S OWN PARTICIPATION AS A SB OR HBCU/MI IS TO BE IDENTIFIED AND WILL BE CONSIDERED IN EVALUATING SMALL BUSINESS UTILIZATION.
- (3) SMALL BUSINESS UTILIZATION
- a) THE OFFEROR IS TO PROVIDE NAMES, PRODUCTS/SERVICES AND ESTIMATED DOLLAR VALUE AND TYPE OF SB AND HBCU/MI'S WHO WHO WOULD PARTICIPATE IN THE PROPOSED CONTRACT IN THE FORMAT BELOW:

SB TYPE	ESTIMATED VALUE	PRODUCT/SERVICE	COMPANY NAME
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TOTAL SB \$

- b) LARGE BUSINESS OFFERORS, WHERE FAR 52.219-9 APPLIES, SHALL IDENTIFY THE TOTAL SUBCONTRACTING DOLLARS.
- c) REALISM - ALL OFFERORS ARE TO PROVIDE A DETAILED DESCRIPTION OF THEIR METHODS USED TO PROMOTE AND UTILIZE SMALL BUSINESS, AS PRESCRIBED BY FAR 52.219-8, IN CONTRACTS PERFORMED WITHIN THREE YEARS PRIOR TO THE INITIAL SOLICITATION CLOSING DATE FOR THE SAME OR SIMILAR ITEMS:
- (i) A DESCRIPTION AND AVAILABLE DOCUMENTATION OF THE METHODS EMPLOYED TO PROMOTE SMALL BUSINESS UTILIZATION, AND;
- (ii) A DESCRIPTION OF THE INTERNAL METHODS USED TO MONITOR SMALL BUSINESS UTILIZATION.
- (iii) LARGE BUSINESS OFFERORS SHALL DOCUMENT THEIR PERFORMANCE, USING INFORMATION AS PRESCRIBED BY FAR 52.219-9 "SMALL BUSINESS SUBCONTRACTING PLAN", IN CONTRACTS WITHIN THREE YEARS PRIOR TO THE INITIAL SOLICITATION CLOSING DATE, FOR THE SAME OR SIMILAR ITEMS. THIS DOCUMENTATION SHALL INCLUDE THEIR ACTUAL PERFORMANCE IN UTILIZING SB AND HBCU/MI CONTRACTORS. THE DOCUMENTATION SHALL INCLUDE THE FINAL OR MOST RECENT SF 294 FOR EACH RELEVANT CONTRACT. IF THE LARGE BUSINESS PROPOSES SUBSTANTIALLY DIFFERENT SMALL BUSINESS UTILIZATION THAN EXPERIENCED ON SIMILAR WORK IN THE PAST, THEY MUST EXPLAIN HOW THEY WILL ACCOMPLISH THAT HIGHER/LOWER PROPOSED LEVEL. LARGE BUSINESS THAT HAVE NOT HAD A CONTRACT IN THE PAST THREE YEARS INCORPORATING FAR CLAUSE 52.219-9, SHALL SO STATE.

D. PRICE

PRICE WILL BE EVALUATED IN ACCORDANCE WITH THE TERMS OF THE SOLICITATION (WITH AND WITHOUT FIRST ARTICLE, FOB DESTINATION, WITH A 150 PERCENT EVALUATED OPTION FOR ONE YEAR) AND WILL BE ADJUSTED FOR GFE USAGE, IF APPLICABLE TRANSPORTATION OF GOVERNMENT FURNISHED MATERIAL/TEST EQUIPMENT IS REQUIRED. PRICE WILL BE EVALUATED USING THE

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FOLLOWING FORMULA:

- A = BASIC UNIT PRICE
- B = BASIC QUANTITY
- C = OPTION UNIT PRICE
- D = OPTION QUANTITY
- E = TOTAL GOVERNMENT FURNISHED EQUIPMENT, TRANSPORTATION,
GOVERNMENT FURNISHED MATERIAL/TEST EQUIPMENT

TOTAL EVALUATED PRICE = (A x B) + (C x D) + E

*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

NOTE: FOR CLARIFICATION PURPOSES, THE CHARACTERISTICS LISTED UNDER EACH NON-PRICE FACTOR (TECHNICAL APPROACH; RECENT, RELEVANT PAST PERFORMANCE; AND SMALL BUSINESS UTILIZATION) ARE CONSIDERED TO BE OVERALL CHARACTERISTICS OF THE FACTOR AND WILL NOT BE RATED SEPARATELY.

TECHNICAL APPROACH INCLUDES THE FOLLOWING CHARACTERISTICS: QUALITY SYSTEM PLAN, TECHNICAL DATA MANAGEMENT PLAN, PRODUCTION PROBLEM INVESTIGATION AND RESOLUTION, COMPONENT CONTROL AND REQUIREMENTS FLOW-DOWN, MANUFACTURING CAPABILITY TO ASSEMBLE FORMED AND MACHINED COMPONENTS, AND EQUIPMENT CAPABILITIES.

RECENT, RELEVANT PAST PERFORMANCE INCLUDES THE FOLLOWING CHARACTERISTICS: ON-TIME DELIVERIES AND QUALITY PERFORMANCE. THE GOVERNMENT WILL EVALUATE ALL RELEVANT QUALITY ISSUES (REQUESTS FOR WAIVER, REQUESTS FOR DEVIATION, QUALITY DEFICIENCY REPORTS, LATENT DEFECTS, FIRST ARTICLE TEST FAILURES, AND LOT ACCEPTANCE TEST FAILURES) THAT IT DISCOVERS DURING THE PERIOD OF RECENT PERFORMANCE, REGARDLESS OF WHEN THE ACTUAL DELIVERY WAS MADE. THE GOVERNMENT RESERVES THE RIGHT TO DETERMINE WHETHER AN ITEM IS THE SAME OR SIMILAR.

OFFERS WILL BE EVALUATED AGAINST THE CRITERIA SET FORTH IN SECTION L OF THE SOLICITATION. THE GOVERNMENT RESERVES THE RIGHT TO DETERMINE WHICH CONTRACT INFORMATION IS RELEVANT FOR EVALUATION PURPOSES, THOUGH THE OFFEROR MAY HIGHLIGHT THOSE THEY FEEL BEST EXHIBITS THEIR SKILLS, ABILITIES AND SAME/SIMILAR PROCESSES. THE GOVERNMENT ALSO RESERVES THR RIGHT TO EVALUATE DATA FROM OTHER SOURCES SUCH AS, BUT NOT LIMITED TO, CONTRACTING AND PRE-AWARD OFFICES AT OTHER MAJOR SUPPORTING COMMANDS.

THE OFFEROR MUST SUBMIT ALL INFORMATION REQUESTED IN SECTION L. IF NECESSARY AND APPLICABLE, THE OFFEROR WILL BE GIVEN AN OPPORTUNITY TO PRESENT ITS REASON (S) FOR ANY DISCREPANCIES.

TECHNICAL APPROACH IS SLIGHTLY MORE IMPORTANT THAN RECENT, RELEVANT PAST PERFORMANCE. TECHNICAL APPROACH AND RECENT, RELEVANT PAST PERFORMANCE COMBINED ARE SIGNIFICANTLY MORE IMPORTANT THAN PRICE. SMALL BUSINESS UTILIZATION IS LESS IMPORTANT THAN PRICE.

PRICE: THE PROPOSED PRICE WILL BE EVALUATED IN ACCORDANCE WITH SECTION B (WITH AND WITHOUT FIRST ARTICLE, FOB DESTINATION), SECTION I (WITH A 150 PERCENT EVALUATED OPTION FOR ONE YEAR), WILL BE ADJUSTED FOR GOVERNMENT FURNISHED EQUIPMENT (GFE) USAGE AND, IF APPLICABLE, TRANSPORTATION OF GOVERNMENT FURNISHED MATERIAL/TEST EQUIPMENT IS REQUIRED. PRICE WILL BE EVALUATED USING THE FOLLOWING FORMULA:

- A = BASIC UNIT PRICE
- B = BASIC QUANTITY
- C = OPTION UNIT PRICE
- D = OPTION QUANTITY
- E = TOTAL GOVERNMENT FURNISHED EQUIPMENT, TRANSPORTATION, GOVERNMENT FURNISHED MATERIAL/TEST EQUIPMENT

TOTAL EVALUATED PRICE = (A x B) + (C x D) + E

SMALL BUSINESS UTILIZATION:

1. THE GOVERNMENT WILL EVALUATE ALL OFFERORS (SMALL,LARGE AND FOREIGN) PROPOSED UTILIZATION OF:
 - a. SMALL BUSINESS (SB)

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- b. SMALL DISADVANTAGED BUSINESS (SDB)
- c. WOMEN-OWNED SMALL BUSINESS (WOSB)
- d. VETERAN-OWNED SMALL BUSINESS (VOSB)
- e. SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- f. HISTORICALLY UNDERUTILIZED BUSINESS ZONE SMALL BUSINESS (HUBZone) HERINAFTER ALL TO BE REFERRED TO AS SB; AND
- g. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES/MINORITY INSTITUTIONS (HBCU/MI)

2. FOR SMALL BUSINESSES, AS IDENTIFIED BY THE SIZE STANDARD FOR THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) APPLICABLE TO THIS SOLICITATION, THE OFFEROR'S OWN PARTICIPATION AS A SB OR HBCU/MI IS TO BE IDENTIFIED AND WILL BE CONSIDERED IN EVALUATING SMALL BUSINESS UTILIZATION.

3. THE GOVERNMENT WILL EVALUATE THE EXTENT TO WHICH AN OFFEROR IDENTIFIES AND COMMITS TO UTILIZING SB AND HBCU/MI IN THE PERFORMANCE OF THE PROPOSED CONTRACT AS WELL AS HOW WELL IT WAS PERFORMED IN THIS REGARD IN THE PAST. SUCH UTILIZATION MAY BE AS THE CONTRACTOR, A SUBCONTRACTOR, OR AS A MEMBER OF A JOINT VENTURE OR TEAMING ARRANGEMENT. THE ELEMENTS TO BE EVALUATED ARE:

(a) COMPLEXITY OF SPECIFIC PRODUCTS OR SERVICES THAT WILL BE PROVIDED BY THOSE SB's AND HBCU/MI's.

(b) ESTIMATED TOTAL DOLLAR AMOUNT TO SMALL BUSINESS, AS WELL AS IN EACH OF THE SMALL BUSINESS CATEGORIES AND HBCU/MI's.

(c) REALISM - THE GOVERNMENT WILL EVALUATE THE OFFEROR'S ACTUAL PAST PERFORMANCE IN ACHIEVING THE PROPOSED SMALL BUSINESS UTILIZATION ON CONTRACTS PERFORMED WITHIN THREE YEARS PRIOR TO THE INITIAL SOLICITATION CLOSING DATE FOR THE SAME OR SIMILAR ITEMS TO ASSES THE REALISM OF PROPOSED SMALL BUSINESS UTILIZATION. THIS EVALUATION WILL INCLUDE AN ASSESSMENT OF:

(i) THE OFFEROR'S PERFORMANCE AS PRESCRIBED BY FEDERAL ACQUISITION (FAR) CLAUSE 52.219-8, "UTILIZATION OF SMALL BUSINESS CONCERNS", SB's AND HBCU/MI's ARE REMINDED TO INCLUDE THEIR OWN PERFORMANCE ON THEIR CONTRACTS.

(ii) FOR LARGE BUSINESS OFFERORS, THEIR PERFORMANCE AS PRESCRIBED BY FAR 52.219-9, "SMALL BUSIESS SUBCONTRACTING PLAN". THIS INCLUDES EVALUATION OF THE OFFEROR'S ACTUAL PERFORMANCE IN MEETING SB AND HBCU/MI SUBCONTRACTING GOALS. LARGE BUSINESSES THAT HAVE NOT HELD A CONTRACT IN THE PAST THREE YEARS THAT INCLUDED FAR 52.219-9, WILL BE EVALUATED AGAINST FAR 52.219-8 ONLY.

(iii) OFFERORS WITHOUT A RECORD OF PAST PERFORMANCE WILL NOT BE CONSIDERED FAVORABLY OR UNFAVORABLY IN DEVELOPING A REALISM ASSESSMENT. THE FACT THAT THE OFFEROR HAS NO PAST PERFORMANCE WILL BE NOTED FOR THE SOURCE SELECTION AUTHORITY.

(End of Provision)

(MF6012)